

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEAMSTERS LOCAL 700**

**AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

**December 1, 2017 through November 30, 2020**

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

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## TABLE OF CONTENTS

<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE I - RECOGNITION</b>	<b>1</b>
Section 1.1 Representative Unit	1
Section 1.2 Union Membership	1
Section 1.3 Check off	1
Section 1.4 A Fair Share	2
Section 1.5 Religion Exemption	3
Section 1.6 Indemnification	3
<b>ARTICLE II - COUNTY AUTHORITY</b>	<b>3</b>
Section 2.1 County Rights	3
Section 2.2 County Obligation	3
Section 2.3 Integrity of the Bargaining Unit	3
Section 2.4 Union and County Meetings	3
<b>ARTICLE III - HOURS OF WORK AND OVERTIME</b>	<b>4</b>
Section 3.1 Purpose of Article	4
Section 3.2 Compensatory Time and/or Overtime Compensation	4
Section 3.3 Overtime Work	4
Section 3.4 Regular Work Periods	5
<b>ARTICLE IV - SENIORITY</b>	<b>5</b>
Section 4.1 Probationary Period	5
Section 4.2 Definition of Seniority	5
Section 4.3 Reduction in Work Force, Transfer, Layoff and Recall	5
Section 4.4 Termination of Seniority	6
Section 4.5 Seniority List	6
<b>ARTICLE V - RATES OF PAY</b>	<b>7</b>
Section 5.1 Job Classifications	7
Section 5.2 Classification and Grade Change	7
Section 5.3 Promotion and Assignment	8
Section 5.4 Newly Certified Positions	9
<b>ARTICLE VI - HOLIDAYS</b>	<b>9</b>
Section 6.1 Designation of Holidays	9

<b>ARTICLE VII - VACATIONS .....</b>	<b>10</b>
Section 7.1    Vacation Leave .....	10
Section 7.2    Vacation Preference and Scheduling .....	11
<b>ARTICLE VIII - WELFARE BENEFITS .....</b>	<b>11</b>
Section 8.1    Hospitalization Insurance, Employee Contribution.....	11
Section 8.2    Sick Leave.....	12
Section 8.3    Disability Benefits .....	13
Section 8.4    Life Insurance .....	13
Section 8.5    Pension Plan.....	13
Section 8.6    Dental Plan.....	13
Section 8.7    Vision Plan.....	13
Section 8.8    Hospitalization New Hires.....	14
Section 8.9    Flexible Benefits Plan.....	14
Section 8.10   Maternity/Paternity Leave .....	14
<b>ARTICLE IX - ADDITIONAL BENEFITS.....</b>	<b>14</b>
Section 9.1    Bereavement Leave.....	14
Section 9.2    Jury Duty.....	14
Section 9.3    Election Day.....	15
Section 9.4    Personal Days.....	15
Section 9.5    Education and Seminars.....	15
Section 9.6    Credit Union.....	16
Section 9.7    Employee Assistance Program .....	16
Section 9.8    Payback Structure .....	16
Section 9.9    Union and County Meetings Respecting Health Care .....	16
<b>ARTICLE X - LEAVES OF ABSENCE.....</b>	<b>16</b>
Section 10.1   Regular Leave .....	16
Section 10.2   Seniority on Leave .....	17
Section 10.3   Military Leave.....	17
Section 10.4   Approval of Leave .....	17
Section 10.5   Family Medical Leave Act of 1993 .....	17
Section 10.6   Use of Benefit Time.....	17
<b>ARTICLE XI - GRIEVANCE PROCEDURE.....</b>	<b>17</b>
Section 11.1   Purpose.....	17
Section 11.2   Informal Resolution .....	17
Section 11.3   Steps of the Grievance Procedure .....	18
Section 11.4   Time Limitations for Grievance Procedure .....	19

Section 11.5	Grievance Form .....	19
Section 11.6	Stewards .....	19
Section 11.7	Union Representatives .....	19
Section 11.8	Impartial Arbitration .....	20
Section 11.9	Grievance Meetings .....	20
<b>ARTICLE XII - CONTINUITY OF OPERATION .....</b>		<b>21</b>
Section 12.1	No Strike .....	21
Section 12.2	Union Responsibility .....	21
Section 12.3	Discharge of Violators .....	21
Section 12.4	No Lock-Out .....	21
Section 12.5	Reservation of Rights .....	21
<b>ARTICLE XIII – EMPLOYEES AT 2323 ROCKWELL .....</b>		<b>22</b>
Section 13.1	Additional Responsibilities .....	22
Section 13.2	Locker Room .....	22
<b>ARTICLE XIV - MISCELLANEOUS .....</b>		<b>22</b>
Section 14.1	No Discrimination .....	22
Section 14.2	Bulletin Boards .....	22
Section 14.3	Partial Invalidity .....	22
Section 14.4	Sub-Contracting .....	22
Section 14.5	Travel Reimbursement .....	23
Section 14.6	Americans with Disability Act .....	23
Section 14.7	Personnel Files .....	23
Section 14.8	D.R.I.V.E. Authorization and Deduction .....	23
Section 14.9	Dual Employment .....	24
Section 14.10	Safety .....	24
Section 14.11	Union Initiation Fee .....	24
Section 14.12	Printing .....	24
Section 14.13	Recording GPS/AVL Devices .....	24
<b>RTICLE XV - DISCIPLINE .....</b>		<b>24</b>
Section 15.1	General .....	24
Section 15.2	Employee Rights Investigative Interview .....	24
Section 15.3	Pre-Disciplinary Meeting .....	25
Section 15.4	Form of Discipline .....	25
Section 15.5	Removal of Discipline .....	25
Section 15.6	Training .....	25

<b>ARTICLE XVI - DURATION</b>	<b>26</b>
Section 16.1 Term	26
Section 16.2 Notice	26

**SIDE LETTER 1**  
**SIDE LETTER 2**  
**SIDE LETTER 3**  
**SIDE LETTER 4**  
**SIDE LETTER 5**

**APPENDIX A**  
**APPENDIX B – SALARY SCHEDULES**  
**APPENDIX C – HEALTH PLAN**

# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This Collective Bargaining Agreement is entered into between the County of Cook (hereinafter referred to as the "County") and Teamsters Local Union #700 (hereinafter referred to as the "Union") with the County and Union known as the A Parties").

## **ARTICLE I Recognition**

### **Section 1.1 Representative Unit:**

The County recognizes the Union as the sole and exclusive representatives for the purposes of collective bargaining, pursuant to Illinois State Labor Relations Act, 5 Illinois Compiled Statutes 315 et seq., for the unit formerly known as Management of Information Systems which has been restructured and renamed. The bargaining unit now represents employees in three (3) separate Departments. The employee classifications in the new Department of Technology Policy and Planning include: Clerk V, Data Entry Operator III, Administrative Assistant III, Programmer Analyst I, II and III, System Software Programmer III, and Project Leader – Data Systems. The employee classifications in the new Department of Information Technology Solutions and Services include: Administrative Assistant I, III and IV, Clerk V, Computer Operator I, II, III, IV, V, Data Entry Operator III, Data Processing Coordinator, Programmer Analyst I, II, and III, Project Leader-Data System Security Officer II, System Software Programmer III; Telephone Operator III, Clerk V, Administrative Assistant I, Computer Operator I, II, III, IV, and V, Data Processing Coordinator, Administrative Assistant IV, and System Software Programmer III. The employee classifications in the Department of Facilities Management include: Custodial Worker II and III and Security Officers II and III. Excluded from this unit are all supervisory, managerial, confidential employees and any employees who are empowered to perform corrective action as well as those excluded pursuant to Illinois State Labor Relations Board Case Nos. L-RC-08-007 date, November 27, 2007, as amended by State Labor Relations Board cases L-VC-09-002 and L-VC-09-001 dated December 23, 2008.

### **Section 1.2 Union Membership:**

The County does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders the dues form to the County required as a condition of membership.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

### **Section 1.3 Check off:**

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues required as a condition of membership in the Union, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set forth by

the Union, and the County shall continue to retain a service charge of up to five cents (5¢) for making such deduction.

**Section 1.4 "Fair Share":**

1. The County shall grant "fair share" to the Union in accordance with Sections 6(e) (g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees, or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

**Section 1.5 Religious Exemptions:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

**Section 1.6 Indemnification:**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

## **ARTICLE II County Authority**

**Section 2.1 County Rights:**

The Unions recognize that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply reasonable rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

**Section 2.2 County Obligation:**

The Unions recognize that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

**Section 2.3 Integrity of the Bargaining Unit:**

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where some supervisor of management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

**Section 2.4 Union and County Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet at least every three (3) months through designated representatives at the request of either party and at mutually agreed upon times. The location of this meeting will be at the Administrative Office and will be



chaired alternately by either party. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Arrangements for such meetings shall be made in advance and a written agenda of the matters to be discussed at the meeting shall be exchanged by the parties five (5) days prior to the date of the meeting. Matters taken up in these matters shall be confined to those included in the agenda.

Upon written notice from the Union to County management employees/stewards will be allowed paid time off to attend Union negotiation sessions and labor management meetings established by this agreement during working hours.

Employees may not be excused from employment for any of the above-mentioned purposes if such absence would hinder the efficient operation of their department.

### **ARTICLE III**

#### **Hours of Work and Overtime**

##### **Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

##### **Section 3.2 Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency condition which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be compensated in accordance with the Fair Labor Standards Act.
- C. Each department shall record hours worked for each employee eligible for overtime payments. Department Heads are responsible for the correct computation of straight time and overtime hours due an employee.
- D. Hours in a pay status, with the exception of sick time vacation and personal days, and time serving jury duty shall count as time worked in computing overtime.

##### **Section 3.3 Overtime Work:**

Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case will an employee be required to work more than sixteen (16) consecutive hours, except in an emergency situation.

The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to

any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit.

**Section 3.4 Regular Work Periods:**

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted by each department shall remain in effect.

The County will provide all employees two fifteen (15) minute breaks in the scheduled work day and a one (1) hour lunch period. Accommodation for adjusted work schedules must be previously approved.

**ARTICLE IV**  
**Seniority**

**Section 4.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

**Section 4.2 Definition of Seniority:**

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with Cook County on his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4. Seniority for such regular part-time employees shall be prorated.

**Section 4.3 Reduction in Work Force, Transfer, Layoff and Recall:**

In case of transfer, employees shall have first preference in order of their seniority, as hereinafter provided, provided that the employee has the ability and fitness to perform the required work. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority within job classification and recalled in order of seniority within job classification, provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. The employer shall not hire any new employees prior to the recall of current employees who have been laid off. The affected employees and the local Union shall be given notice thereof at least (2) two weeks prior to the effective date.

Employees laid off as a result of this procedure shall be subject to two (2) year recall rights in order of seniority before new employees are hired in the classification held by them at the time of the reduction in force.

**Section 4.4 Termination of Seniority:**

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County for such failure to report for work;
- (e) Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the County;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

**Section 4.5 Seniority List:**

As soon as possible, the County will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted.

## **ARTICLE V**

### **Rates of Pay**

#### **Section 5.1 Job Classifications:**

Employees in the job classification set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during term of this agreement:

Effective the first full pay period on or after December 1, 2017 all bargaining unit members shall receive a one-time \$600.00 bonus.

Effective the first full pay period on or after June 1, 2018 all bargaining unit members shall receive a one-time \$600.00 bonus.

Effective December 1, 2018, the entry rate for all classifications shall be reduced by 10%.

Effective December 1, 2018, the pay rates for all classifications shall be frozen.

Effective the first full pay period on or after June 1, 2019, the pay rates for all classifications shall be increased 2.00%.

Effective December 1, 2019, the pay rates for all classifications shall be frozen.

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

#### **Section 5.2 Classification and Grade Change:**

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

##### **A. Promotions:**

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that:

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

**B. Reclassifications:**

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

**C. Demotions:**

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

**D. Transfers:**

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

**Section 5.3 Promotion and Assignment:**

Effective upon ratification, the Employer shall be under no obligation to post notice(s) of vacant positions on any bulletin boards. The County shall post vacancies on the Cook County computerized application system (currently: TALEO).

**Section 5.4 Newly Certified Positions:**

During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. In the event, a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The County may put the new and changed job classification or duties into effect after timely notice to the Union and discuss and set terms and conditions of employment, including rates of pay with the Union, using the duties and responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect; and the Union, thereafter, may submit any dispute to the grievance procedure.

**ARTICLE VI  
Holidays**

**Section 6.1 Designation of Holidays:**

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Presidents' Day - Third Monday in February
5. Casimir Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

Employees shall receive twelve (12) paid holidays, per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday provided however, that the following holidays shall be observed on the actual day for employees who work in a position staffed seven (7) days per week: New Year's Day, Lincoln's Birthday, Independence Day, Veteran's Day and Christmas Day. It is understood that 8-hours of holiday time earned may be taken as compensatory time off by mutual agreement between the employer and the employee. Such time should be used within 60-days of being earned.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.

- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday in December of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request or use the floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied.

## ARTICLE VII Vacations

### Section 7.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in paragraph D, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial date of employment at 5/6 days per month, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 1-1/4 days per month and on the fourteenth (14th) anniversary to 1-2/3 days per month. A month of service is one in which an employee is in a pay status for at least eleven (11) working days in a month.
- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken. However, employees shall be allowed to take five (5) days of vacation in between designated days off.
- D. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement-within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

**Section 7.2 Vacation Preference and Scheduling:**

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted based on business needs or seniority if no business need exist.

**ARTICLE VIII  
Welfare Benefits**

**Section 8.1 Hospitalization Insurance, Employee Contributions:**

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C.
- B. Effective June 1, 2018, employee contributions for health insurance shall be the following percentages of his/her base salary depending on the plan and coverage selected:

Item	12/1/15
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/\$30/\$50



Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management. All employee contributions for Health Insurance shall be made on a pre-tax basis.

### **Section 8.2 Sick Leave:**

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred (100) working days, at the rate of twelve (12) working days per year. Employees who have accumulated more than one hundred (100) sick days as of the ratification of this Agreement, shall not accrue any additional sick days until the accumulated total is under one hundred (100) sick days. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County's physician before returning to work.

For health-related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by a facility

physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this section are subject to change in conjunction with changes in State laws.

**Section 8.4 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee. No life insurance shall be offered through the County's HMO plans.

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 108-1/2 of the Illinois Revised Statutes.

**Section 8.6 Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 8.7 Vision Plan:**

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 8.8 Hospitalization - New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

**Section 8.9 Flexible Benefits Plan:**

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 8.10 Maternity/Paternity Leave:**

Employees shall be granted unpaid maternity or paternity leaves of absence to cover periods of pregnancy and post-partum childcare. The length of such leave, in general, shall not exceed six (6) months, or employees shall be eligible for paid parental Leave pursuant to the Cook County Bureau of Human Resources Parental Leave Policy. Employees may elect one of the aforementioned parental leaves, but not both.

**ARTICLE IX  
Additional Benefits**

**Section 9.1 Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father or such people who have reared the employee, husband/wife, child (including stepchildren and foster children, brother/sister, grandchildren, grandparents, and spouse's parents. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of 5 normal days' pay. To qualify for pay as provided herein, the employee must present proof of death, relationship and attendance at the funeral.
- B. Any additional time needed in the event of bereavement may be granted consistent with the operational needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

**Section 9.2 Jury Duty:**

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

**Section 9.3 Election Day:**

An employee who is a registered voter will receive two (2) hours' time off (without pay) during this regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

**Section 9.4 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (2) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period (bi-weekly except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Severance of employment shall terminate all rights to accrued personal days. The Employer agrees that every effort will be made to grant usage of accrued personal days, when requested, throughout the fiscal year. An employee who has one (1) accrued personal day on September 1<sup>st</sup> of any given fiscal year will have such day paid out in cash, provided that 3-documented attempts were made to use the day and not approved between September 1<sup>st</sup> and November 30<sup>th</sup>. Personal days shall not be unreasonably denied.

**Section 9.5 Education and Seminars:**

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Chief of Human Resources of the County.

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Application should be made through the Cook County Bureau of Human Resources.

**Section 9.6 Credit Union:**

The Employer agrees to deduct from the wages of employees who so authorize, and remit payment to the Synergy Credit Union, (sponsored by Teamsters Local Union #700) or any other financial institution they may designate.

**Section 9.7 Employee Assistance Program:**

The Employer maintains an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. If a referral for EAP assistance is there commendation of a supervisor and/or department head, the initial appointment shall be scheduled during regular working hours without loss of pay or benefits. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

**Section 9.8 Payback Structure:**

The parties agree that if any time any member of the Collective Bargaining Agreement is over compensated for any reason, the member shall be entitled to structure a payment plan in writing with the employer, to payback what owed compensation. If an agreement cannot be reached between the member and the Employer, the Employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

**Section 9.9 Union and County Meetings Respecting Health Care:**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County, and members of the bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meeting shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

**ARTICLE X**  
**Leaves of Absence**

**Section 10.1 Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted. Absence from

County service on leave without pay for periods in excess of thirty (30) calendar days, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 10.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain all seniority accrued up to the time of leave, but shall not accrue pension benefits or additional seniority during such period (except as maybe otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

**Section 10.3 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

**Section 10.4 Approval of Leave:**

No request for a leave, as defined in Sections 10.1 and 10.4 of this Article will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County business.

**Section 10.5 Family Medical Leave Act of 1993:**

Employees shall be entitled to up to twelve (12) weeks of unpaid leave per calendar year in accordance with the Family and Medical Leave Act. The employee may utilize any accrued paid time off option in lieu of unpaid leave status.

**Section 10.6 Use of Benefit Time:**

Except where required by law, each employee covered by the Agreement shall be required to use accumulated benefit time, including sick, vacation, compensatory, personal and floating holidays prior to going on any unpaid leave, including leave pursuant to the Family Medical Leave Act ("FMLA").

## **ARTICLE XI Grievance Procedure**

**Section 11.1 Purpose:**

The purpose of this grievance procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement as applied and about alleged violations of this Agreement including discipline.

**Section 11.2 Informal Resolution:**

The informal resolutions of differences or grievances is urged and encouraged at the lowest possible level of supervision. Any employee having a grievance shall first raise the matter with his/her immediate supervisor.

### **Section 11.3 Steps of the Grievance Procedure:**

**Step 1** - If a grievance is not settled at the time it is raised with the immediate supervisor, or lowest appropriate level of management, in order to proceed further, the grievant must reduce the claim to writing and submit the grievance to the manager/designee in conformity with the requirements of the following paragraph:

1. The grievance shall be presented on the form provided by the Union, and must be signed by both the grievant and the Union Steward.
2. The grievance form must contain a clear and detailed statement of the grievance and the facts upon which it is based, citing alleged violations of the Agreement and the remedy or correction requested.
3. The grievance must be submitted to the manager/designee within fifteen (15) working days of when the employee became aware, or should have become aware, of the occurrence. Within five (5) working days the manager/designee shall convene a meeting to review the grievance. The manager/designee shall then give his/her decision in writing to the Union and the employee within seven (7) working days after the grievance meeting.

**Step 2** - If the grievance is not settled in Step 1, the Union may appeal to Step 2 by presenting the written grievance to the Department Head within five (5) working days after the Union's receipt of the first step answer. Within five (5) working days the Department Head/designee shall convene a meeting to review the grievance. The Department Head/designee shall then give a written decision to the appropriate Union Steward, within ten (10) working days after the grievance meeting.

**Step 3** - If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Director of Human Resources/Designee. Such appeal must be made within ten (10) working days from the date of the Department Head's written response. The Director of Human Resources and/or his/her designated representative within ten (10) working days from the appeal may hold a meeting to discuss the grievance. If a meeting is held, the Director of Human Resources and/or a designated representative shall have thirty (30) working days in which to file an answer, in writing, to the appropriate union representative.

**Step 4** - Within thirty (30) days of receipt of the Director of Human Resources decision, by means of written notification to the President of the Board of Cook County Commissioners/designee, the Union may appeal the grievance to arbitration. The grievance may be submitted to either a mutually agreeable arbitrator or to an arbitrator agreed upon through the alternate strike method from a list provided for that grievance by the Federal Mediation and Conciliation Service.

**Arbitrators Powers:** The parties are entitled to request the Arbitrator to require the presence of relevant witnesses and production of relevant documents. The Arbitrator shall only have the authority to determine compliance or non-compliance with this Agreement, and to fashion an appropriate remedy. The Arbitrator, in his/her opinion, shall not amend, nullify, ignore or add to

the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the Arbitrator made in compliance with the above shall be final, in writing and shall include reasons for each finding and conclusion. The Arbitrator's decision shall be rendered within thirty (30) working days following the last date of the last hearing conducted by the Arbitrator unless extension of such period is agreed to by the County and the Union.

Costs: Expenses for the Arbitrators services and expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. The parties shall share the cost of recording the hearing. Each party shall pay for the cost of their own transcript and will share the cost of the Arbitrators copy of the transcript. The parties shall meet prior to the Arbitration hearing to determine whether a recorded transcript of the hearing is necessary. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

**Section 11.4 Time Limitations for Grievance Procedure:**

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement. A grievance may be withdrawn at any time.

**Section 11.5 Grievance Form:**

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

**Section 11.6 Stewards:**

The Union will advise the Employer in writing of the names of the Stewards and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. Stewards will only handle grievances from their own work locations. In the event a work location has no steward, a steward from the work site closest to the grievance location will process the grievance. It is further mutually agreed that the Local Union will, within two (2) weeks of the date of signing of this Agreement, served upon the Employer a written notice listing the Unions authorized representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall notify the Employer of any change of these representatives during the term of this Agreement.

**Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County Department for purposes of handling grievances or observing



conditions under which employees are working. These business representatives will be identified to the County Department Head/Designee in a manner suitable to the County on each occasion will first secure the approval of the County Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County. Such permission will not be unreasonably withheld. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general County department rules applicable to non-employees.

**Section 11.8 Impartial Arbitration:**

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the County and Union may request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within seven (7) days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The Arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the case currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

**Section 11.9 Grievance Meetings:**

At each step of the grievance procedure, the appropriate County representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be the purpose of attempting to resolve the grievance. The County representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting

does not result in a resolution of the grievance, the County representative shall respond to the Union, in writing, within the time limits provided herein.

## **ARTICLE XII**

### **Continuity of Operation**

#### **Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

#### **Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

#### **Section 12.3 Discharge of Violators:**

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

#### **Section 12.4 No Lock-Out:**

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

#### **Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII**  
**Employees at 2323 South Rockwell**

**Section 13.1 Additional Responsibilities:**

Employees shall not be responsible for or be required to supervise the Sheriff Work Alternative Program (SWAP).

**Section 13.2 Locker Room:**

The County shall provide a private area not accessible to outside personnel or the public for employees to utilize their lockers and/or clothing change. Provided the County does not change floor plans/space allocation.

**ARTICLE XIV**  
**Miscellaneous**

**Section 14.1 No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human resource ordinance which will be complied with.

It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

**Section 14.2 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the County Department Head for approval and posting. Permission to post shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the County's property other than herein provided.

**Section 14.3 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

**Section 14.4 Sub-Contracting:**

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least three (3) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 14.5 Travel Reimbursement:**

County employees, with the prior permission of their Department Head may to use private vehicles for County business and shall do so in accordance with the Cook County Vehicle Policy Ordinance.

**Section 14.6 Americans with Disabilities Act:**

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this section shall require the employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

**Section 14.7 Personnel Files:**

Employees may inspect their personnel files at times and in the manner prescribed by the Illinois Personnel Records Act.

**Section 14.8 D.R.I.V.E. Authorization and Deduction:**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase a weeks worked excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee=s social security number and the amount deducted from the employees paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

**Section 14.9 Dual Employment:**

Employees are subject to the County's current policy on dual employment.

**Section 14.10 Safety:**

The County will endeavor to provide a safe and healthful work environment for all employees. The County agrees to comply with all applicable state and federal laws.

**Section 14.11 Union Initiation Fee:**

Upon the Unions request, the County agrees to deduct a one (1) time initiation fee from any new employees who become members of Teamsters 714 representing Cook County Management information Systems bargaining unit after ratification and Cook County Board approval of this agreement.

**Section 14.12 Printing**

Cook County will make an executed version of the collective bargaining agreement available on the website in printable format.

**Section 14.13 Recording/GPS/AVL Devices:**

In order to ensure the safety of Cook County employees and to promote the efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The Purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of the County resources and not for the sole purpose of disciplining its employees. However, the recording medium, GPS, or AVL may be used in support of discipline.

**ARTICLE XV  
Discipline**

**Section 15.1 General:**

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. Prior to any disciplinary proceedings or hearings, the Employer shall investigate any misconduct to determine if disciplinary action is appropriate.

**Section 15.2 Employee Rights Investigative Interview:**

If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative at the interview if: (a) the employee requests a representative; and (b) there are reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

**Section 15.3 Pre-Disciplinary Meeting:**

There shall be an agreed upon date and time for a pre-disciplinary meeting for suspensions and discharges. The Employer shall notify the Union and the employee of the date, time and place of a pre-disciplinary meeting and the reason for same. The notice shall contain an explanation of the Employers evidence and it shall identify any witnesses whose testimony will be relied upon. The pre-disciplinary meeting shall be conducted within thirty days after the Employer gives written notice of the charges. No pre-disciplinary hearing shall be held without the reasonable opportunity for a Teamsters Union representative to be present. Therefore, the employee and the Union shall be notified at least two (2) days prior to the scheduled pre-disciplinary meeting. Upon request, the employee and Union shall be given all evidence obtained by the Employer whether said evidence is in support of the accuser or employee. During the pre-disciplinary meeting, the employee and/or union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The Employer will render a decision within a reasonable time after the conclusion of the pre-disciplinary meeting.

**Section 15.4 Form of Discipline:**

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will be progressive in nature that will include the following steps:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct. Discipline shall be imposed in a timely manner. There shall be no other sanctions taken against employees other than those contained herein.

**Section 15.5 Removal of Discipline:**

Oral instructions will be purged from an employee's record if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months.

Suspensions will remain in an employee's record for their entire career.

**Section 15.6 Training:**

The Employer will train supervisors in the fair and consistent administration of this policy.

## **ARTICLE XVI DURATION**

### **Section 16.1 Term:**

This Agreement shall become effective on December 1, 2017 and shall remain in effect through November 30, 2020 shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that It desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

### **Section 16.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 537  
Chicago, IL 60602
2. Chief, Bureau of Human Resources  
118 North Clark Street - Room 840  
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

Teamster Local Union 700  
1300 W. Higgins Rd., Suite 301  
Park Ridge, IL 60068

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 17<sup>th</sup> day of JANUARY, 2018

COUNTY OF COOK:

By: Toni Preckwinkle

**TONI PRECKWINKLE**, President  
Cook County Board of Commissioners

Attest: David Orr

**DAVID D. ORR**  
Cook County Clerk

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JAN 17 2018

COM \_\_\_\_\_

UNION:  
Teamsters Local #700

By: Becky Strzechowski  
**BECKY STRZECHOWSKI**, President

Michael G. Melone  
**MICHAEL G. MELONE**, Secretary Treasurer  
Teamster Local #700



**SIDE LETTE LETTER #1**

**BETWEEN  
COUNTY OF COOK  
AND  
TEAMSTERS LOCAL 700**

**AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

For the period from the date of the execution of this tentative agreement through November 30, 2020 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in this in this agreement, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

  
Teamsters 700

1/5/2018

Date

\_\_\_\_\_  
County of Cook

\_\_\_\_\_  
Date

**SIDE LETTER #2**

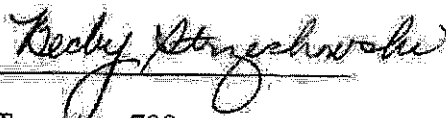
**BETWEEN  
COUNTY OF COOK**

**AND**

**TEAMSTERS LOCAL 700 AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

Security officers at the 23<sup>rd</sup> and Rockwell location who work on the following major holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall receive one and one-half times their regularly hourly rate for all hours worked on the holiday and eight hours compensatory time for working on the holiday.



Teamsters 700

1/5/2018

Date

\_\_\_\_\_  
County of Cook

\_\_\_\_\_  
Date

**SIDE LETTER #3**

**BETWEEN  
COUNTY OF COOK**

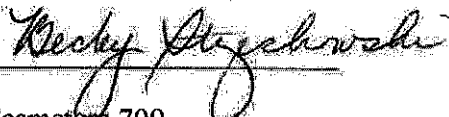
**AND**

**TEAMSTERS LOCAL 700**

**AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

Pursuant to Article II, Section 2.4 of the collective bargaining agreement, within 90 days of ratification, the parties agree to meet and discuss the distribution of overtime for security officers and custodial staff at the 23<sup>rd</sup> and Rockwell location.

  
Teamsters 700

1/5/2018

Date

\_\_\_\_\_  
County of Cook

\_\_\_\_\_  
Date

**SIDE LETTER #4**

**BETWEEN  
COUNTY OF COOK**

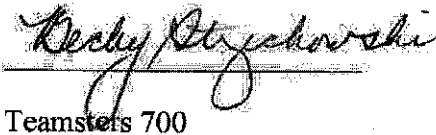
**AND**

**TEAMSTERS LOCAL 700**

**AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

Security Officers will be provided five (5) full uniforms (shirts and pants) every two (2) years.

  
Teamsters 700

1/5/2018  
Date

\_\_\_\_\_  
County of Cook

\_\_\_\_\_  
Date

**SIDE LETTER #5**

**BETWEEN**

**COUNTY OF COOK**

**AND**

**TEAMSTERS LOCAL 700 AND**

**COOK COUNTY/DEPARTMENT OF TECHNOLOGY POLICY PLANNING,  
INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES AND DEPARTMENT  
OF FACILITIES MANAGEMENT**

Employees shall be allowed to sell up to (10) of the twelve (12) accrued sick days per year, at a rate of fifty (50%) percent of the employee's regular rate of pay. The Employer shall pay the employees who participate in this benefit in December of every fiscal year, payments starting December of 2018. If a reduction in sick time/family medical Leave use of 15% or more occurs by the year 2020 (based off of Fiscal year 2016's total use of sick time/FMLA used by employees), the rate of percent will increase to seventy-five (75%) percent of the employee's regular rate of pay, and this three (3) year pilot agreement shall become permanent and added to the next successor collective bargaining agreement. The Employer, upon request shall furnish to the Union the sick time/FMLA data regarding the overall use of the benefit time by the employees covered under this collective bargaining agreement.

Teamsters 700

Becky Stogowski  
Date 1/5/2018

County of Cook

\_\_\_\_\_  
Date

**APPENDIX A**  
**Department of Technology Policy and Planning 009**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>JOB CLASSIFICATION</u></b>
0907 0955	11	Clerk V Data Entry Operator III
0048 1199	16	Administrative Assistant III Programmer Analyst I
0179	18	Programmer Analyst II
1124	20	Programmer Analyst III
1116	21	System Software Programmer III
1135	22	Project Leader –Data Systems

**Appendix A**  
**Department of Technology Policy and Planning 009**  
**Continued**

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
1003	10	Telephone Operator III
0907	11	Clerk V
0046 1101	12	Administrative Assistant I Computer Operator I,
1102	14	Computer Operator II
1103 1118	16	Computer Operator III Data Processing Coordinator
0050 1104	18	Administrative Assistant IV Computer Operator IV
1105	20	Computer Operator V
1116	21	System Software Programmer III

**APPENDIX A**  
**Facilities Management Department 200**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>JOB CLASSIFICATION</u></b>
2422	X05	Custodial Worker II
2423	X06	Custodial Worker III
2460	11	Security Officer II
2461	13	Security Officer III







SCHEDULE I										Effective June 1, 2020			
BUREAU OF HUMAN RESOURCES													
MIS - TEAMSTERS 700													
										After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step		
9	Hourly	14,341	15,934	16,658	17,489	18,312	19,156	20,087	20,639	20,846	21,460		
	Bi-Weekly	1,147.28	1,274.72	1,332.84	1,397.52	1,484.96	1,532.48	1,605.36	1,651.12	1,667.68	1,718.80		
	Annual	28,829	33,142	34,648	36,336	38,088	39,844	41,739	42,929	43,359	44,636		
10	Hourly	15,381	17,068	17,865	18,706	19,612	20,553	21,515	21,924	22,156	22,813		
	Bi-Weekly	1,228.88	1,365.44	1,429.20	1,496.48	1,568.96	1,644.24	1,721.20	1,753.92	1,772.48	1,826.04		
	Annual	31,950	35,501	37,159	38,908	40,792	42,750	44,751	45,601	46,084	47,451		
11	Hourly	16,480	18,311	19,156	20,067	21,005	22,043	23,161	23,624	23,841	24,574		
	Bi-Weekly	1,318.40	1,464.88	1,532.48	1,605.36	1,680.40	1,763.44	1,852.88	1,889.92	1,907.28	1,965.92		
	Annual	34,278	38,088	39,844	41,739	43,690	45,849	48,174	49,137	49,589	51,113		
12	Hourly	17,650	19,612	20,553	21,515	22,553	23,710	24,808	25,294	25,647	26,324		
	Bi-Weekly	1,412.00	1,568.96	1,644.24	1,721.20	1,804.24	1,896.80	1,994.64	2,023.52	2,043.76	2,105.92		
	Annual	36,712	40,792	42,750	44,751	46,910	49,316	51,600	52,611	53,137	54,753		
13	Hourly	18,904	21,005	22,043	23,161	24,278	25,378	26,449	27,179	27,439	28,289		
	Bi-Weekly	1,512.32	1,680.40	1,763.44	1,852.88	1,942.24	2,030.24	2,131.92	2,174.32	2,195.12	2,261.52		
	Annual	39,320	43,690	45,849	48,174	50,488	52,788	55,429	58,532	57,073	58,799		
14	Hourly	20,297	22,553	23,710	24,808	26,081	27,296	28,592	29,181	29,473	30,362		
	Bi-Weekly	1,623.76	1,804.24	1,896.80	1,984.64	2,084.88	2,183.88	2,287.36	2,334.48	2,367.84	2,428.88		
	Annual	42,217	46,910	48,316	51,600	54,208	56,775	59,471	60,896	61,303	63,152		
15	Hourly	21,850	24,278	25,378	26,449	27,967	29,374	30,755	31,375	31,695	32,641		
	Bi-Weekly	1,748.00	1,942.24	2,030.24	2,131.92	2,237.36	2,349.92	2,460.40	2,510.00	2,535.60	2,611.28		
	Annual	45,448	50,498	52,786	55,429	58,171	61,097	63,970	65,260	65,925	67,863		
16	Hourly	23,455	26,081	27,296	28,592	29,958	31,403	32,859	33,537	33,861	34,883		
	Bi-Weekly	1,876.40	2,084.88	2,183.88	2,287.36	2,396.64	2,512.24	2,628.72	2,682.96	2,708.88	2,790.64		
	Annual	48,788	54,206	56,775	59,471	62,312	65,318	68,348	69,766	70,430	72,556		
17	Hourly	25,171	27,967	29,374	30,755	32,186	33,776	35,447	36,140	36,485	37,589		
	Bi-Weekly	2,013.68	2,237.36	2,349.92	2,460.40	2,574.88	2,702.08	2,835.76	2,891.20	2,918.80	3,007.12		
	Annual	52,355	58,171	61,097	63,970	66,948	70,254	73,729	75,171	75,888	78,165		
18	Hourly	26,963	29,958	31,403	32,859	34,493	36,084	37,864	38,640	39,006	40,212		
	Bi-Weekly	2,157.04	2,396.64	2,512.24	2,628.72	2,759.44	2,886.72	3,029.12	3,091.20	3,120.48	3,216.96		
	Annual	56,083	62,312	65,318	68,348	71,745	75,054	78,757	80,371	81,132	83,640		
19	Hourly	29,674	32,859	34,493	36,084	37,864	39,655	41,555	42,187	42,599	43,890		
	Bi-Weekly	2,385.92	2,628.72	2,759.44	2,886.72	3,029.12	3,172.40	3,324.40	3,374.96	3,407.92	3,511.20		
	Annual	61,513	68,348	71,745	75,054	78,757	82,482	86,434	87,748	88,605	91,291		
20	Hourly	32,475	36,084	37,864	39,655	41,555	43,517	45,642	46,311	46,760	48,171		
	Bi-Weekly	2,598.00	2,886.72	3,029.12	3,172.40	3,324.40	3,481.96	3,651.36	3,704.88	3,740.80	3,853.68		
	Annual	67,548	75,054	78,757	82,482	86,434	90,515	94,935	96,326	97,260	100,195		
21	Hourly	35,690	39,655	41,555	43,517	45,642	47,807	50,133	50,877	51,383	52,944		
	Bi-Weekly	2,855.20	3,172.40	3,324.40	3,481.96	3,651.36	3,824.56	4,010.64	4,070.16	4,110.64	4,235.52		
	Annual	74,235	82,482	86,434	90,515	94,935	99,438	104,276	105,824	106,876	110,123		
22	Hourly	39,165	43,517	45,642	47,807	50,133	52,484	54,990	55,798	56,353	58,042		
	Bi-Weekly	3,133.20	3,481.96	3,651.36	3,824.56	4,010.64	4,197.12	4,399.20	4,463.84	4,508.24	4,643.36		
	Annual	81,463	90,515	94,935	99,438	104,276	109,125	114,379	116,059	117,214	120,727		
23	Hourly	41,078	45,642	47,807	50,133	52,484	54,990	57,728	58,582	59,168	60,955		
	Bi-Weekly	3,286.24	3,651.36	3,824.56	4,010.64	4,197.12	4,399.20	4,618.24	4,686.56	4,733.28	4,876.40		
	Annual	85,442	94,935	99,438	104,276	109,125	114,379	120,074	121,850	123,065	126,786		



[illegible]

[illegible]

APPENDIX C  
Cook County Health Plan Design  
Plan Design and Payroll Contributions Changes Effective December 1, 2017

**Cook County Benefit Overview**

<b>HMO(s)</b>	<b>Benefits Effective 12/1/2015</b>
Classic Blue Option	Eliminated
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay
<i>Specialists</i>	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay
<i>Accident / illness</i>	\$15 copay
<i>Emergency Room</i>	\$75 copay

<b>PPO</b>	<b>Benefits Effective 12/1/2015</b>
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)
<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network

**APPENDIX C**  
**Cook County Health Plan Design**  
**Plan Design and Payroll Contributions Changes Effective December 1, 2017**

<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay

<b>Drug</b>	<b>Benefits Effective until 5/31/18</b>	<b>Benefits Effective 6/1/18</b>
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

*\*Either eyeglass lenses OR contact lenses are covered every 12 months*



APPENDIX C  
Cook County Health Plan Design  
Plan Design and Payroll Contributions Changes Effective December 1, 2017

**Cook County Benefit Overview (Cont.)**

<b>Dental – HMO</b>		<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>		\$0 (None)
<i>Benefit Period Maximum</i>		None
<i>Preventive</i>		Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>		Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>		Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>		Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

<b>Dental – PPO</b>		<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>		\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)
<i>Preventive (2 exams / cleanings per Benefit Period)</i>		100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>		80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>		80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>		80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)

**APPENDIX C**  
**Cook County Health Plan Design**  
**Plan Design and Payroll Contributions Changes Effective December 1, 2017**

<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

**APPENDIX C**  
**Cook County Health Plan Design**  
**Plan Design and Payroll Contributions Changes Effective December 1, 2017**

**Cook County Benefit Overview (Cont.)**

**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Effective 12/1/2016</b>
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

<b>PPO</b>	<b>Effective 12/1/2016</b>
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

<b>Dental</b>	<b>Effective 12/1/2016</b>
HMO	\$0
PPO	\$0

<b>Vision</b>	<b>Effective 12/1/2016</b>
Vision Plan	\$0

Employee Contributions-As a Percentage of Salary (Pre-Tax)